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T.R.A. DOCKET ROOM

January 16, 2004

300 Bland Street P.O. Box 770 Bluefield, WV 24701

> PAID T.R.A. Chk # 56008563

Amount *50.00* 

Rovd By

The Honorable Deborah Taylor Tate, Chairman Tennessee Regulatory Authority 460 James Robertson Parkway Nashville, TN 37243-0505

Dear Chairman Tate:

OOCKET NO.

RE: Interconnection Amendment - Frontier & US LEC

Enclosed for TRA approval are an original and 14 copies of Amendment One to an Interconnection Agreement between Citizens Telecommunications Company of Tennessee, LLC d/b/a Frontier Communications of Tennessee and US LEC of Tennessee. The original agreement was approved under TRA docket number 00-00540.

A check for fifty dollars (\$50.00) to cover this filing fee is enclosed.

Please stamp as received the receipt copy and return it in the enclosed envelope.

If you have any questions, please call me at 304-325-1216.

Sincerely,

J. Michael Swatts, Director State Government Affairs

Enclosure

## AMENDMENT ONE TO THE AGREEMENT FOR LOCAL WIRELINE NETWORK INTERCONNECTION

This Amendment One to the Agreement for Local Wireline Interconnection (the "Agreement") between Citizens Telecommunications Company of Tennessee L.L.C., d/b/a Frontier Communications of Tennessee, LLC ("Citizens") and US LEC of Tennessee Inc. ("Carrier"), is made this 27th day of August, 2003. Citizens and Carrier are referred to herein collectively as the "Parties".

Citizens and Carrier entered into the Agreement on October, 1998.

Citizens and Carrier desire to amend the Agreement.

In consideration of the mutual promises and covenants contained herein, and for other good and valuable consideration, the Parties agree as follows:

- 1) Title Page of the Agreement Change the Legal Name to read as follows: Agreement for Local Wireline Network Interconnection between Citizens Telecommunications Company of Tennessee, L.L.C., d/b/a Frontier Communications of Tennessee, LLC and US LEC of Tennessee Inc.
- 2) Amend existing Attachment A to include a Cookeville, TN Tandem POI.
- 3) Amend existing Agreement to include language for Local Number Portability (LNP) included in Attachment D.
- 4) Amend existing Agreement to include language for Pricing included in Attachment E.

All other terms and conditions of the Agreement will remain in full force and effect.

For Carrier: US LEC of Tennessee Inc.

Typed: Wanda G. Montano

Title: Vice President – Regulatory and

**Industry Affairs** 

Date: 12 -19 -03

For Citizens:

Citizens Telecommunications Company of Tennessee, L.L.C., d/b/a Frontier Communications of Tennessee, LLC

Typed: Kim Czak

Title: Director Carrier SVC

Date: 12-29-03

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## **ATTACHMENT A**

## INTERCONNECTION TRUNKING ARRANGEMENTS AND SPECIFIED POINTS OF INTERCONNECTION

CITIZENS SWITCH LOCATION	CARRIER POI	RC
(CLLI Code)	(CLLI Code)	(Rate Center)
CKVLTNXADSO	CKVLTNXA1MD	COOKEVILLE 931-881
CKVLTNXA71T	CKVLTNXACMD	COOKEVILLE

# ATTACHMENT D LOCAL NUMBER PORTABILITY

Agreement Number: 03-USLEC\_LNP\_TN-001

## **ATTACHMENT D – Local Number Portability**

## SECTION 1. Local Number Portability (LNP)

## 1.1 General

Citizens will convert exchanges identified in future BFRs to LNP once a Bona Fide Request is received from the Carrier. When the Bona Fide Request is received, Citizens will have 180 calendar days to provide portability in the requested central office to provide the necessary hardware and software. The technology that meets the FCC's performance criteria is Location Routing Number (LRN). LRN is currently being used by the telecommunications industry to provide LNP.

## 1.2 Terms and Conditions

Citizens will only provide LNP services and facilities where technically feasible, subject to the availability of facilities, and only from properly equipped central offices. LNP applies only when a customer with an active account wishes to change local Carriers while retaining the telephone number or numbers associated with the account.

An LNP telephone number assigned by Carrier only to Carrier's customers located within Citizens' rate center, which is associated with the NXX of the ported number.

Six months after LNP becomes available, ISPNP will cease to be available and all existing ISPNP arrangements will terminate.

## 1.3 Obligations of Citizens

Citizens will deploy LNP in the specified central offices 180 calendar days after receiving a Bona Fide Request for LNP from a Carrier. Citizens will confirm the BFR request (Exhibit A) within 10 business days of receipt of the BFR request by issuing an acknowledgement (Exhibit B) (See Exhibit A and B).

Citizens will participate in LNP testing in accordance with North American Numbering Council (NANC) standards.

Citizens will follow recommended National Emergency Number Association (NENA) standards for LNP until such time the standards are superceded by federal, state, or local legislation.

## 1.4 Obligations of Carrier

Carrier is required to send to Citizens a completed Bona Fide Request Form (Exhibit A) for LNP deployment.

### 1.5 Obligations of the Parties

Carrier is responsible to coordinate with the local E911 and Public Services Answering Point (PSAP) coordinators to insure a seamless transfer of end user emergency services.

The Parties will follow recommended National Emergency Number Association (NENA) standards and testing for LNP until such time the standards are superceded by federal, state, or local legislation.

The Parties are required to meet all mutually agreed upon testing dates and implementation schedules. Both Parties will perform testing as specified in industry guidelines and cooperate in conducting any additional testing to ensure interoperability between networks and systems.

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Each Party shall inform the other Party of any system updates that may affect the other Party's network and each Party shall, at the other Party's request perform tests to validate the operation of the network.

The Parties are responsible to meet all Number Portability Administration Center (NPAC) and North American Numbering Council (NANC) requirements and in providing its own access to regional NPAC.

Carrier is responsible for providing its own access to the Service Order Administration (SOA).

The Parties are responsible to meet all the Industry requirements for LNP.

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## **EXHIBIT A**

## LOCAL NUMBER PORTABILITY (LNP) BONA FIDE REQUEST (BFR)

DATE:		(d	ate of request)	
TO:	<u></u> "		ame of service provid	
			ontact name /number	
			orkact name mumber	<u>l</u>
FROM:			equester/service provi	
			equester/operating co equester switch(es)/C	mpany number (OCN))
			uthorized by name)	<u>LLI</u>
			uthorized by title)	
			ontact name/address/	number)
	Affidavit attesting req	uester as authorized a		
SWITCH	I(ES):			
	CLLI <sup>1</sup>	Rate Center Name <sup>2</sup>	Rate Center VC/HC <sup>2</sup>	NPA-NXX(s) <sup>3</sup>
				All: Y or N
				- AU N/ NI
				All: Y or N
				_ All: Y or N
Please p	provide Requestor's i	nformation below:		
CARRIE	R/REQUESTOR:			
071111112	CLLI <sup>1</sup>	Rate Center Name <sup>2</sup>	Rate Center VC/HC <sup>2</sup>	NPA-NXX(s) <sup>3</sup>
	_ <del></del>			
DATES:		itch(es) should be LNI pening date:		_ (mm/dd/yy) d/yy)
	Notae Cae fallowi	na naga		
	Notes: See followi	ng page.		
Acknow	ledgment of BFR is to	be sent to the reque	ster within ten busines	ss days.

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## **EXHIBIT A**

## LOCAL NUMBER PORTABILITY (LNP) BONA FIDE REQUEST (BFR) (Continued)

Notes: <sup>1</sup> List each switch targeted for LNP by its specific CLLI code.

- <sup>2</sup> Enter associated Rate Center information from LERG, including: Rate Center Name and Associated V&H Terminating Point Master Coordinates; Source of the LERG information: Destination Code Record (DRD) Screen.
- <sup>3</sup> Circle or highlight Y if requesting all eligible NPA-NXX codes in that specific switch to be opened. Circle or highlight N if only certain NPA NXX codes are being requested. Then provide list of desired NPA NXX(s).

Note: Targeting of specific NPA-NXX codes should be carefully considered. A traditional ILEC may serve a single rate center with multiple switches (CLLIs and NXX codes) while Carrier may serve multiple rate centers with a single switch. In the latter case, use of a specific NXX code will determine the rate center.

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## **EXHIBIT B**

## Acknowledgment of LNP Bona Fide Request (BFR)

DATE:		(date of response)				
то:		(requester/Carrier name/ID) (contact name/address/number) requester switch(es)/CLLI)				
FROM:		(name of service provider) (address of provider) (contact name/number)				
Switch request(s) a	ccepted:					
(CLI	Date _I 1)		Modified Effective Date	Ineligible NPA-NXXs		
Switch request(s)					-	
(CLI						
(CLI						
(CLI	LI 3)					

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# ATTACHMENT E PRICING

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## 1.1 LABOR RATES

	Basic <u>Time</u>	Overtime*	Premium Time*
Charges for Additional Labor per Engineering, 1/2 hour or Fraction thereof	\$ 30.19	\$ 45.29	\$ 60.38
Charges for Additional Labor per Security Escort, 1/2 hour or Fraction thereof	\$ 23.51	\$ 35.27	\$ 47.02
Charges for Additional Labor per Technician, 1/2 hour or Fraction thereof	\$ 23.51	\$ 35.27	\$ 47.02
Charges for Additional Testing Per Technician, 1/2 hour or Fraction thereof	\$ 23.51	\$ 35.27	\$ 47.02
Charges for Standby per Technician, 1/2 hour or Fraction thereof	\$ 23.51	\$ 35.27	\$ 47.02
Charges for Programming Per Programmer, 1/2 hour or Fraction thereof	\$ 23.51	\$ 35.27	\$ 47.02

<sup>\*</sup> Note: After hour (5:00 PM - 7:00 AM) call outs are charged a 4-hour minimum.

## 1.2 Supplemental PON Charges

## 1.2.1 A supplement is any new iteration of a local service request.

## Supplement #1

**Cancel** - Indicates that the pending order is to be canceled in its entirety.

Charge - \$14.38

## Supplement # 2

New desired due date - Indicates that the pending order requires only a change of desired due date.

## Supplement #3

Other - Any other change to the request.

Supp 2 & 3 Charges are as follows per order:

Order Type	Residence Resale	Business Resale	Residence Porting	Business Porting	Residence ULL/UNE	Business ULL/UNE
Charge Per Order	\$11.01	\$17.83	\$11.01	\$17.83	\$8.86	\$14.34
*Expedite Charge will be applied (\$35.20 per order) for any ports stopped on the DD &						&

## 1.3 OTHER MISCELLENEOUS CHARGES:

1.3.1 <u>Expedite Charge</u> - Any work requested before the next available due date or before the standard interval for that service.

The expedite charge is applied per order being expedited.

Residence

35.20

Business

35.20

Any order involving complex services such as, Centrex, PBX, DID, or simple orders involving more than 100 lines, will be charged \$35.20 per 100 lines being expedited.

The expedite charge will be negotiated for any order involving complex services with more than 1000 lines.

## 1.3.2 Concurrence Charge

The CLEC is responsible to create subscription versions in the NPAC/SOA prior to the 18-hour window. In the event that the CLEC does not create the subscription version(s) within the prescribed time frame, the CLEC is responsible to notify the Citizens during regular business hours of the need to concur. Failure to do so may result in a delayed porting. A concurrence charge will apply.

Residence

\$11.02

**Business** 

\$17.83

The concurrence charge is applied for each telephone number needing concurrence.